

May 15, 2015

VIA E-MAIL AND OVERNIGHT MAIL

Frank X. Cardiello, Esq.
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007-1866

Re: LCP Chemicals, Inc. Superfund Site

Dear Mr. Cardiello:

As you know, this firm has been retained to represent ISP Environmental Services, Inc. ("IES") in connection with the LCP Site in Linden, New Jersey. This follows our December 23, 2014 and May 6, 2015 correspondence to EPA and further responds to your April 22, 2015 and May 14, 2015 letters in this matter.

Thank you for confirming receipt of the nexus evidence packages submitted by both IES and Praxair. We are pleased to hear that EPA is reviewing those documents and may carry out further PRP search work based on those records. IES encourages EPA to complete a thorough search for PRPs to address the remediation of the LCP Site.

Your letters indicate that EPA contends that IES is liable for response costs at the LCP Site because, according to EPA, (1) IES is a successor to GAF Corporation ("GAF") and/or successor to the liability of GAF with respect to the LCP Site, as set forth in its June 12 1998 response to EPA's 104(e) Request for Information ("104(e) Response"), and (2) IES assumed GAF's liabilities for the LCP Site in 1991. Neither of EPA's contentions is factually or legally correct. On behalf of IES, we provide the following information to EPA in response to its inaccurate contentions.

As a preliminary matter, 104(e) responses are not binding on the submitting corporation, and may be amended. Nor are they dispositive in a litigation context. *See United States v. A&N Cleaners & Launderers, Inc.*, 842 F. Supp. 1543, 1548-50 (S.D.N.Y. 1994) (denying government's motion for summary judgment because inconsistency between 104(e) response and later discovery response created triable issue of fact). EPA's own guidance on 104(e) requests acknowledges that information requests "are not the legal or functional equivalents of the more familiar interrogatory, deposition or request for production of documents." EPA, Office of Enforcement and Compliance Monitoring, *Guidance on Use and Enforcement of CERCLA Information Requests and Administrative Subpoenas* (1988), at 4. Consistent with the nature of a 104(e) information request, the certification attached to IES's initial 104(e) Response, executed by a site manager rather than a corporate officer, states only that he made inquiries of other individuals who were responsible for obtaining the information and believed that the information

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was true. To the extent that it characterizes IES as a successor to GAF and/or its liabilities at the LCP Site, the 104(e) Response is incorrect, and IES is submitting herewith the certification of Keith Silverman ("Silverman Certification") amending its previous submissions.

IES is not the successor to GAF or to its liabilities with respect to the LCP Site. As shown in the materials previously submitted to EPA, GAF severed its ties to the LCP Site in 1972 when it sold the property to Linden Chlorine Products, Inc. See Bargain and Sale Deed (August 24, 1972) (annexed to Silverman Certification as Exhibit A). In 1986, GAF transferred the assets of its Chemicals Division -- which did not include the LCP Site -- to a newly incorporated, wholly-owned subsidiary, GAF Chemicals Corporation. See Certification of Leonard P. Pasculli (May 1, 1989) (annexed to Silverman Certification as Exhibit B). GAF was liquidated in 1989. See Plan of Complete Liquidation of GAF Corporation (a Delaware corporation) (with Certificate of Dissolution filed April 10, 1989) (annexed to Silverman Certification as Exhibit C). In the liquidation, various GAF assets and liabilities were transferred to two separate Delaware corporations, Dorset Inc. ("Dorset") and Edgecliff Inc. ("Edgecliff"). *Id.* ¶¶ 2, 4, 5. Dorset received GAF assets and liabilities associated with ongoing chemicals businesses (which, again, did not include the LCP Site), including the stock of GAF Chemicals Corporation, *id.* ¶ 4(i), while Edgecliff received assets and liabilities associated with GAF's roofing materials business. *Id.* at ¶ 5(i). Of importance here, Edgecliff received all of GAF's liabilities arising out of "environmental claims from plants no longer operating." *Id.* ¶ 5(iii)(C). By contrast, Dorset received all of GAF's liabilities for "environmental claims arising out of plants currently operating" in GAF's chemicals businesses. *Id.* ¶ 4(iii)(C). Under GAF's 1989 Plan of Complete Liquidation, then, any and all liabilities associated with the LCP Site were transferred to Edgecliff, and not to IES or any predecessor of IES.

Furthermore, IES did not assume any liabilities arising from GAF's ownership or operation of the LCP Site. Under a 1991 agreement, IES (then known as ISP 9 Corp.) assumed from a second GAF Corporation and GAF Chemicals Corporation certain liabilities "relating to the manufacture and sale of specialty chemicals at Linden, NJ." See Assumption of Liabilities and Continuing Obligations (May 8, 1991) (annexed to Silverman Certification as Exhibit D). Any liabilities assumed by IES pursuant to the 1991 agreement, however, could not have included liabilities associated with the LCP Site, for two reasons. First, as set forth above, any and all liabilities of the original GAF Corporation with respect to the LCP Site were transferred in 1989 to Edgecliff. Second, the operations of the original GAF Corporation at the LCP Site did not involve the sale or manufacture of specialty chemicals, but were limited to a chlor-alkali operation that produced chlorine gas, hydrogen gas, and sodium hypochlorite. See Record of Decision, LCP Chemicals, Inc. Superfund Site, Linden, union County, New Jersey (February 2014), at 1 (annexed to Silverman Certification as Exhibit E) The specialty chemicals business referenced in the 1991 agreement involved a separate facility in Linden.

GIBBONS P.C.

Frank X. Cardello, Esq.

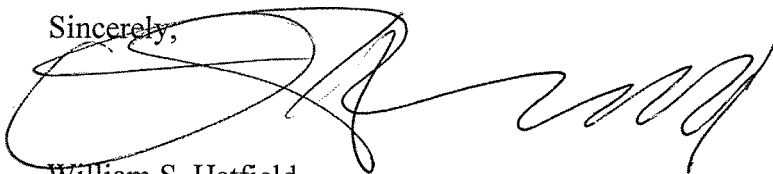
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Accordingly, IES bears no liability for response costs at the LCP Site. It never owned or operated the LCP Site, is not the successor to any former owner or operator of the LCP Site, and did not assume any liabilities associated with the LCP Site. If this matter is litigated, the evidence will convincingly demonstrate that IES is not a successor to GAF and is not jointly or severally liable for response costs at LCP Site. Rather, IES was a volunteer that conducted the RI/FS for the LCP Site under an administrative order on consent with EPA and is not a PRP under CERCLA 107(a).

Nevertheless, in order to avoid the unnecessary costs and inconvenience of litigation, IES remains willing to resolve this matter with EPA on the terms set forth in our letter of December 23, 2014. Finally, we renew our request to meet with EPA, and the Department of Justice, to discuss this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'William S. Hatfield', written over a large, loopy, and somewhat illegible signature.

William S. Hatfield
Director

Enclosure

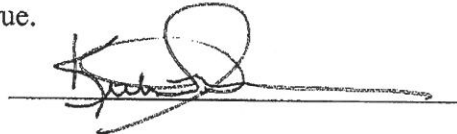
cc: Thomas Carroll, Esq. - Department of Justice

CERTIFICATION OF KEITH SILVERMAN

1. I am the President and Director of ISP Environmental Services Inc. ("IES").
2. I make this certification on behalf of IES to amend all previous submissions of IES regarding the LCP Chemical Site, Linden, Union County, New Jersey, including without limitation its June 12, 1998 Response to the Environmental Protection Agency's February 27, 1998 104(e) Request for Information and all letters, memoranda, reports, e-mails, and other communications, to the extent they are inconsistent with the information set forth below and/or the documents annexed hereto.
3. IES is not the successor to GAF or to its liabilities with respect to the LCP Site.
4. GAF sold the LCP Site to Linden Chlorine Products, Inc. in 1972. See Bargain and Sale Deed (August 24, 1972) (annexed hereto as Exhibit A).
5. In 1986, GAF transferred the assets of its Chemicals Division -- which did not include the LCP Site -- to a newly incorporated, wholly-owned subsidiary, GAF Chemicals Corporation. See Certification of Leonard P. Pasculli (May 1, 1989) (annexed hereto as Exhibit B).
6. GAF was liquidated in 1989. See Plan of Complete Liquidation of GAF Corporation (a Delaware corporation) (with Certificate of Dissolution filed April 10, 1989) (annexed hereto as Exhibit C).
7. In the GAF liquidation, various assets and liabilities were transferred to two separate Delaware corporations, Dorset Inc. ("Dorset") and Edgecliff Inc. ("Edgecliff"). Id. ¶¶ 2, 4, 5. Dorset received assets and liabilities associated with ongoing chemicals businesses (which, again, did not include the LCP Site), including the stock of GAF Chemicals Corporation, id. ¶ 4(i), while Edgecliff received assets and liabilities associated with GAF's roofing materials business. Id. at ¶ 5(i).
8. In the GAF liquidation, Edgecliff received all of GAF's liabilities arising out of "environmental claims from plants no longer operating," id. ¶ 5(iii)(C), and, Dorset received all of GAF's liabilities arising out of "environmental claims arising out of plants currently operating" in GAF's chemicals businesses. Id. ¶ 4(iii)(C).
9. For these reasons, under GAF's 1989 Plan of Complete Liquidation, all liabilities associated with the LCP Site were transferred to Edgecliff, and not to IES or any predecessor of IES.
10. IES did not assume any liabilities arising from GAF's ownership or operation of the LCP Site in 1991.

11. Under a 1991 agreement, IES (then known as ISP 9 Corp.) assumed from a second GAF Corporation and GAF Chemicals Corporation liabilities "relating to the manufacture and sale of specialty chemicals at Linden, NJ." See Assumption of Liabilities and Continuing Obligations (May 8, 1991) (annexed hereto as Exhibit D).
12. Any liabilities assumed by IES pursuant to the 1991 agreement did not include liabilities associated with the LCP Site, because the liabilities of the original GAF Corporation with respect to the LCP Site had already been transferred in 1989 to Edgecliff and, thus, had already been assigned to another entity.
13. Moreover, the operations of the original GAF Corporation at the LCP Site did not involve the sale or manufacture of specialty chemicals, but were limited to a chlor-alkali operation that produced chlorine gas, hydrogen gas, and sodium hypochlorite. See U.S. Environmental Protection Agency, Record of Decision - LCP Chemicals Inc., Superfund Site, Linden, Union County, New Jersey (February 2014), at 1 (annexed hereto as Exhibit E).

I hereby certify, based upon my review of the referenced documents, that the foregoing statements made by me are true.



Keith Silverman



DATED: May 15, 2015

Exhibit A

8/17/72

CONFORMED COPY

BARGAIN AND SALE DEED
(Covenants against Grantor)

THIS DEED, made this 24th day of *August*, 1972,
between GAF CORPORATION, a Delaware corporation, with an
office at 140 West 51st Street, New York, New York 10020,
hereinafter called "GRANTOR", and LINDEN CHLORINE PRODUCTS,
INC., a Delaware corporation, with an office at *Foot of*
SOUTH WOOD AVENUE (P.O. Box 484) LINDEN,
NEW JERSEY 07036
hereinafter called "GRANTEE";

WITNESSETH, That the said GRANTOR, for and in consider-
ation of the sum of Five Hundred Thirty One Thousand (\$531,000)
Dollars to it in hand paid by the GRANTEE, at or before the ensealing
and delivery of these presents, the receipt whereof is hereby acknow-
ledged, doth grant and convey unto the said GRANTEE, and to its
successors and assigns forever, all those certain tracts or parcels
of land and premises situate in the City of Linden in the County of
Union, and State of New Jersey, described in Exhibit A attached
hereto and forming part hereof and which are hereinafter sometimes
referred to collectively as the "Premises."

TOGETHER and with all and singular the buildings,
improvements, ways, waters, profits, rights, privileges and
advantages with the appurtenances to the same belonging or in
any wise appertaining;

ALSO all the estate, right, title, interest, property, claim and demand, whatsoever, of the GRANTOR of, in and to the same and of, in and to every part and parcel thereof which is hereby conveyed to the GRANTEE.

SUBJECT TO THE FOLLOWING:

1. Facts disclosed by survey by Grassmann, Kreh & Mixer, dated February 15, 1972, latest revision dated June 14, 1972.
2. Matters set forth in Exhibit B attached hereto and forming part hereof.
3. Rights or estate, if any, of the United States of America in and to that portion of the property lying waterward of the high water mark of Arthur Kill. Rights or estate, if any, of the State of New Jersey in lands and creeks lying below the original mean high water mark or to that portion of the property deemed to be meadowlands heretofore flowed by tide.

TO HAVE AND TO HOLD, all and singular, the abovementioned and described premises, together with the appurtenances, unto the said GRANTEE, its successors and assigns forever, subject as aforesaid.

AND the said GRANTOR covenants with the said GRANTEE, its successors and assigns that it has not made, done, committed,

executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever, except and subject as aforesaid.

IN WITNESS WHEREOF, the GRANTOR has hereunto caused its corporate seal to be affixed and these presents to be signed by its duly authorized officers the day and year first above written.

GAF CORPORATION

By /s/ T.A. Dent
T. A. Dent
Vice President

ATTEST:

/s/ S. B. Fener
Secretary

6/14/72

EXHIBIT A

Description of Property to be Conveyed
to Linden Chlorine Products, Inc.
by GAF Corporation
City of Linden, Union County, New Jersey

BEGINNING at the terminus of the Second Course of the
Second Tract in a deed from Central Railroad Company of New Jersey
to General Aniline & Film Corporation dated January 19, 1967, and
recorded on January 20, 1967 in Deed Book 2794 on Page 745 in the
Union County Register's Office; Thence

- (1) North $58^{\circ}-57'-30''$ East, seventeen feet (17.00) to a point;
Thence (2) North $31^{\circ}-02'-30''$ West, three hundred ten feet and fifty
eight one-hundredths of a foot (310.58) to a point;
Thence (3) North $28^{\circ}-58'-40''$ West, eighty seven feet and seven one-
hundredths of a foot (87.07) to a point of curve;
Thence (4) Curving to the right along a curve having a Radius of three
hundred forty feet and ninety one one-hundredths of a foot
(340.91) an arc distance of one hundred fifty three feet and
twenty five one-hundredths of a foot (153.25) to a point of
tangency;
Thence (5) North $3^{\circ}-13'-20''$ West, sixty nine feet and thirty two one-
hundredths of a foot (69.32) to a point;

Thence (6) Curving to the right along a curve having a Radius of one thousand four hundred seven feet and sixty nine one-hundredths of a foot (1,407.69) an arc distance of one hundred ninety five feet and seventy one one-hundredths of a foot (195.71) to a point;

Thence (7) North $75^{\circ}-50'-28''$ East, two hundred nineteen feet and seventy four one-hundredths of a foot (219.74) to a point;

Thence (8) South $64^{\circ}-52'-17''$ East, nine hundred eighty three feet and twelve one-hundredths of a foot (983.12) to a point in the Pierhead and Bulkhead line of the Arthur Kill;

Thence (9) North $2^{\circ}-42'-17''$ West, along the said Pierhead and Bulkhead line of the Arthur Kill, eighty six feet and forty one-hundredths of a foot (86.40) to a point;

Thence (10) North $18^{\circ}-11'-43''$ East, continuing along the said Pierhead and Bulkhead line of the Arthur Kill, forty three feet and ninety two one-hundredths of a foot (43.92) to a point;

Thence (11) North $64^{\circ}-52'-17''$ West, six hundred five feet and twenty seven one-hundredths of a foot (605.27) to a point of curve;

Thence (12) Curving to the right along a curve having a Radius of two hundred fifty feet (250.00) an arc distance of one hundred ninety five feet and forty two one-hundredths of a foot (195.42) to a point of tangency;

Thence (13) North 20° -05' West, five hundred seventy five feet
and one one-hundredth of a foot (575.01) to a point;

Thence (14) North 74° -55' West, two hundred six feet and nineteen
one-hundredths of a foot (206.19) to a point;

Thence (15) North 15° -05' East, one hundred sixty four feet and
forty one-hundredths of a foot (164.40) to a point;

Thence (16) North 74° -52' West, three hundred seventy two feet and
ten one-hundredths of a foot (372.10) to a point;

Thence (17) North 15° -17' East, forty four feet and fifty nine one-
hundredths of a foot (44.59) to a point;

Thence (18) North 74° -55' West, twenty seven feet and eighty four
one-hundredths of a foot (27.84) to a point;

Thence (19) South 64° -23'-30" West, one hundred thirty three
feet and twenty eight one-hundredths of a foot (133.28)
to a point;

Thence (20) South 15° -46' West, one hundred three feet (103.00)
to a point;

Thence (21) North 87° -03'-11" West, forty one feet and eighty nine
one-hundredths of a foot (41.89) to a point;

Thence (22) North 75° -25' West, seventy five feet and fifty four
one-hundredths of a foot (75.54) to a point;

Thence (23) North 54° -56' West, one hundred seventeen feet and
forty seven one-hundredths of a foot (117.47) to a point;

Thence (24) North 79° -38'-10" West, two hundred thirty three feet
and eighty three one hundredths of a foot (233.83) to a point;

Thence (25) North 82° -00'-12" West, ninety four feet and sixty seven
one-hundredths of a foot (94.67) to a point;

Thence (26) South 37° -56' West, three hundred feet (300.00) to a
point in the Sixth Course of the First Tract in the recorded
deed mentioned hereinbefore;

Thence (27) South 52° -18' East, along part of said Sixth Course in
the recorded deed mentioned hereinbefore, seven hundred
eighty two feet and forty two one-hundredths of a foot (782.42)
to a point;

Thence (28) South 46° -03'10" East, along the Seventh Course in the
recorded deed mentioned hereinbefore, five hundred twenty
two feet and seventy seven one-hundredths of a foot (522.77)
to a point;

Thence (29) South 31° -07'-30" East, three hundred twenty feet and
sixty five one-hundredths of a foot (320.65) to a point;

Thence (30) South 58° -52'-30" West, two feet and ninety six one-
hundredths of a foot (2.96) to a point;

Thence (31) South 31° -02'-30" East, five hundred thirty feet (530.00)
to the point and place of BEGINNING.

EXHIBIT B

Reservation by Central Railroad of New Jersey of the right of ingress and egress in common with GAF Corporation and others, over a 24 foot wide driveway, in Deed Book 2356, Page 634, in Union County. Union Carbide and Carbon Corporation (Linde Division) has been granted a right to use said driveway.

Grant of easement to Elizabethtown Water Company, in Deed Book 2739, Page 990, and in Deed Book 2917, Page 226, in Union County, New Jersey.

Grant of easement to Elizabethtown Consolidated Gas Company in Deed Book 2608, Page 138, and in Deed Book 2611, Page 213, in Union County, New Jersey.

Grant of right of way and easement to City of Linden, in Deed Book 533, Page 233, Deed Book 533, Page 589, Deed Book 588, Page 499, and relocated in Deed Book 2681, Page 225, Deed Book 2924, Page 209, and Deed Book 2946, Page 162, in Union County, New Jersey.

Sidetrack agreements and the operating agreement between The Central Railroad Company of New Jersey and General Aniline & Film Corporation, in Deed Book 2795, Page 925.

The parties understand that sidetrack agreements and operating agreement or agreements are being prepared by The Railroad Company to cover railroad tracks on respective lands of parties.

Grant to Linden Roselle Sewerage Authority in Deed Book 1898, Page 168, in Union County, New Jersey.

Grants of rights of way to Elizabethtown Water Company for 12 inch water line along and east of former Sound Shore Railroad Company. (Not recorded.)

Grant to Union Carbide and Chemical Company of a right of way for a nitrogen pipeline, dated November 3, 1967, recorded January 2, 1968, in Deed Book 2821, Page 929.

Railroad License Agreement and Road Agreement in Deed Book 1847, Page 79, in Union County, New Jersey.

Rights granted to the Linden Roselle Sewerage Authority for a 24 inch force main and 30 inch storm sewer.

Agreements, dated January 17, 1956, April 6, 1970 and January 27, 1971, with Public Service Company of New Jersey relating to certain encroachments and for rights to install electric lines and to install road lighting on poles along the road and in the area of the substation.

Lease agreement with Union Carbide & Carbon Corporation dated March 22, 1957 as amended and grant of easement rights to Union Carbide & Carbon Corporation for hydrogen, steam, brackish water, fresh water pipelines and sewer lines. (Not recorded.)

The rights, easements and rights of way granted pursuant to the Agreement of June 16, 1972 between the parties and to be executed at the Closing.

Easement Agreement with Central Railroad of New Jersey in Deed Book 2771, Page 858, in Union County.

Easement Agreement with Sinclair Refining Company in Deed Book 2802, Page 542, in Union County.

Assignment Agreement in Deed Book 2802, Page 839, in Union County.

Pipeline Easement in Deed Book 2821, Page 929, in Union County.

Grant to Elizabethtown Gas Company in Deed Book 2909, Page 697, in Union County.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 24th day of August, Nineteen hundred and seventy-two before me the subscriber, a Notary Public for said County and State, personally appeared T. A. DENT, who being by me duly sworn on his oath, says that he is a VICE PRESIDENT of GAF CORPORATION, the Grantor named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that the foregoing instrument was signed and delivered by T. A. DENT who was at the date thereof a VICE PRESIDENT of said corporation, in the presence of this deponent, and said VICE PRESIDENT, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration as defined in P. L. 1968, c. 49, 1.(c) is \$581,000.

SWORN AND SUBSCRIBED BEFORE ME
AT NEW YORK, NEW YORK THE DATE
AFORESAID.

/s/ Violet R. Ronsace
Notary Public

This instrument prepared by
Edward S. Menapace, 140 West 51 Street,
New York, New York 10020

Exhibit B

CERTIFICATION

1. GAF Corporation incorporated in Delaware on April 26, 1929, as American I.G. Chemical Corporation. To the best of our information, knowledge and belief, American I.G. Chemical Corporation was owned by I.G. Farbenindustrie A.G., a German Company. The U.S. company's name was changed in 1939 to General Aniline & Film Corporation.
2. In 1942, the United States Treasury Department seized 98% of the stock of General Aniline & Film Corporation, pursuant to wartime legislation, and assumed control over company management and operations.
3. In 1965, the United States Government relinquished control over the General Aniline & Film Corporation and its stock was sold in a public offering.
4. On April 24, 1968, General Aniline & Film Corporation changed its name to GAF Corporation.
5. On July 1, 1986, GAF Chemicals Corporation was incorporated in Delaware, and all of the assets of the former Chemicals Division of GAF Corporation were transferred to GAF Chemicals Corporation.

I certify that the information furnished herein is true.

Date: May 1, 1989

Signed: 

Name: Leonard P. Pasculli

Title: Senior Counsel
GAF Corporation

Exhibit C

PLAN OF COMPLETE LIQUIDATION

OF

GAF Corporation
(a Delaware corporation)

The following plan of complete liquidation (the "Plan"), shall effect the complete liquidation of GAF Corporation, a Delaware corporation (the "Corporation"), in accordance with Section 332 of the Internal Revenue Code of 1986, as amended ("Section 332").

1. The Plan shall be effective, subject to the conditions hereinafter provided, upon its approval by the affirmative vote of the holders of all the outstanding shares of capital stock of the Corporation entitled to vote thereon. Such approval shall constitute approval of each of the actions contemplated by the Plan.

2. Within the Liquidation Period (as defined in paragraph 3 herein), the Corporation shall distribute and transfer to certain corporations listed herein, all of its assets, subject to all of its liabilities, in each case pursuant to the specific provisions of paragraphs 4 through 12 of this Plan, in complete cancellation of all its stock. Dorset Inc., a Delaware corporation ("Dorset"), GAF Building Materials Corporation, formerly known as Edgecliff Inc., a Delaware corporation ("Edgecliff"), Merick Inc., a Delaware corporation

EXHIBIT

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("Merick"), Perth Inc., a Delaware corporation ("Perth") and Clover Inc., a Delaware corporation ("Clover") shall each continue to own until the liquidation is completed all the stock of the Corporation which each owns on the date of adoption of the Plan.

3. The "Liquidation Period", as used herein, shall mean the period beginning on the date of adoption of this Plan and ending three years from the close of the taxable year in which the first distribution is made, provided that the liquidation shall be substantially completed by April 10, 1989.

4. ~~The Corporation shall transfer to Dorset:~~

(1) ~~all the assets and liabilities known and unknown relating to its acrylenic chemicals, surfactants, specialty chemicals, organometallics, mineral products, industrial filters and filter vessels businesses (collectively, the "Chemicals Businesses"), including but not limited to: (A) all the outstanding stock of GAF Chemicals Corp., General Aniline and Film Corp., GAF Realty Corporation, GAF International Corporation, Ludlow Inc., Bluehall Inc., Mossbank Inc., Alkaril Chemicals Ltd. (Canada), GAF (Australasia) Pty. Ltd., GAF (Belgium) N.V., GAF do Brasil Industria e Comercio Ltda, GAF (Canada) Inc., GAF (Deutschland) GmbH, GAF (France) S.A., GAF Freight Services N.V. (Belgium), GAF (Great Britain) Co. Ltd., GAF (Hong Kong) Limited, GAF Insurance Ltd. (Bermuda), GAF (Italia) S.r.l., GAF (Japan) Ltd., GAF Corporation de Mexico,~~

NEXT →

S.A. de C.V., GAF (Norden) A.B., GAF (Osterreich) Ges.m.b.H., GAF Sales (U.K.) Limited, GAF (Singapore) Pte. Ltd., GAF (Switzerland) A.G., GAF (U.S. Virgin Islands), Inc., and all the shares of GAF-Huls Chemie GmbH held by the Corporation; (B) all right, title and interest of the Corporation in and to all the technologies used by the Corporation relating to the Chemicals Businesses, including, but not limited to the patents and trademarks listed in Exhibit A attached hereto; (C) all the Corporation's real property interests listed in Exhibit B attached hereto;

(ii) notwithstanding any other provision of this Plan, all its trademarks or tradenames that contain the name "GAF", including, but not limited to those contained in Exhibit C attached hereto (to the extent owned by the Corporation);

(iii) liabilities arising out of (A) the production of Amiben; (B) Project Aware environmental clean-up costs; and (C) ~~environmental claims arising out of plants currently operating in the Chemicals Businesses, and~~

(iv) all of its assets, known or unknown, the transfer, conveyance, or assignment of which is not otherwise provided for in this Plan including, but not limited to, any land, leases, buildings, real property, plant, equipment, ~~inventory, contract rights, receivables, trademarks, intangibles,~~ discontinued products and other assets.

The net fair market value of the assets transferred to Dorset shall comprise, in aggregate, 87.43655% of the net fair market value of the Corporation's assets.

5. The Corporation shall transfer to Edgecliff:

(1) all the assets and liabilities, known and unknown, relating to its commercial and residential roofing materials business (excepting the mineral product business), including: (A) the assets and liabilities acquired by the Corporation as a result of and upon the merger of GAF Building Materials Corporation into the Corporation, which include, but are not limited to, all the outstanding stock of GAF Real Properties, Inc., GAFTECH Inc., and BMC Acquisition Corp. and also including contract rights, receivables, trademarks, intangibles and other assets and liabilities, known or unknown, relating to its commercial and residential roofing materials business (excepting the mineral products business); (B) all the land, leases, buildings, real property, property, plant, equipment, inventory, and other assets at the facilities and addresses listed in Exhibit D attached hereto; and (C) all right, title and interest of the Corporation in and to all the technologies used by the Corporation relating to the commercial and residential roofing materials business (excepting the mineral products business), including, but not limited to the patents and trademarks listed in Exhibit E attached hereto;

(ii) all liabilities, costs, fees and expenses, known and unknown, arising out of all claims, lawsuits or other actions (A) seeking recovery for bodily injury, sickness, disease or death alleged to have been caused in whole or in part by any asbestos or asbestos-containing material whether in the work place or otherwise, (B) seeking to recover the cost of abatement, removal or replacement of asbestos or asbestos-containing material from any public, commercial or private building or other structure, including the cost of health screenings, inspections and operation and maintenance programs, (C) seeking the clean-up of asbestos or asbestos-containing material from any land fill, waste disposal or other site, and (D) any other liability related to the manufacture, sale or use of asbestos or asbestos-containing material, whether arising pursuant to a contractual agreement or under Federal, state or local law, ordinance, regulation, rule or common law (in contract, tort or otherwise) (all such liabilities are hereinafter referred to as "Asbestos-Related Liabilities"), and all persons dedicated to the administration of Asbestos-Related Liabilities; and

(iii) all liabilities arising out of (A) shingle claims for discontinued products, (B) plant shutdowns, and (C) environmental claims from plants no longer operating and from oil waste pollution.

The net fair market value of the assets transferred to Edgcliffe shall comprise, in the aggregate, 10.84552% of the net fair market value of the Corporation's assets.

5. The Corporation shall transfer to Merick:

(i) all the outstanding stock of GAF Broadcasting Company and The Classical Shopper, Inc.; and

(ii) any contract rights, receivables, trademarks, patents, copyrights, intangibles and other assets or liabilities, known or unknown, relating to GAF Broadcasting Company and the Classical Shopper, Inc.

The net fair market value of the assets transferred to Merick shall comprise, in the aggregate, 1.43884% of the net fair market value of the Corporation's assets.

7. The Corporation shall transfer to Perth all the outstanding stock of GAF Insurance Ltd.

The net fair market value of the assets transferred to Perth shall comprise, in the aggregate, .26752% of the net fair market value of the Corporation's assets.

8. The Corporation shall transfer to Clover all the assets and liabilities, known and unknown acquired by the Corporation as a result of and upon the merger of GAF Export Corporation with and into the Corporation, which include, but are

not limited to, all the land, leases, buildings, real property, property, plant equipment, inventory and other assets at the facilities and addresses listed on Exhibit F attached hereto, as well as any contract rights, receivables, trademarks, intangibles and other assets and liabilities, known or unknown relating to its export business.

The net fair market value of the assets transferred to Clover will comprise, in the aggregate, .01157% of the net fair market value of the Corporation's assets.

D. ~~Notwithstanding~~ any other provision of this Plan, Edgecliff shall assume 100% of all Asbestos-Related Liabilities, and Dorset, Merick, Perth and Clover shall not assume and shall not be liable for any Asbestos-Related Liabilities.

10. The Corporation shall transfer, convey, set over and assign all its duties, obligations and liabilities, under the 11 3/8% senior subordinated notes due June 15, 1995; the 10 3/8% senior subordinated notes due November 1, 1994; and the 10 7/8% senior subordinated debentures due November 1, 2001, all issued by the Corporation (collectively, the "Bonds"), to Dorset, Edgecliff, Merick, Perth and Clover, jointly and severally; and Dorset, Edgecliff, Merick, Perth and Clover by execution of Supplemental Indentures substantially in the form attached as Exhibit G shall undertake, assume and agree to perform, pay or discharge, jointly and severally (and be liable as among

themselves, 87.43655% by Dorset, 10.84552% by Edgecliff, 1.43884% by Merick, .26752% by Perth and .01157% by Clover) all the duties, obligations and liabilities of the Corporation with respect to (and to defend, indemnify and hold harmless the Corporation from and against all losses, liabilities and expenses, including legal fees and court costs, suffered or incurred in connection with) the Bonds.

11. The Corporation shall transfer, convey, set over and assign all its duties, obligations and liabilities, the transfer, conveyance, assignment or assumption of which is not otherwise provided for under this Plan, including, but not limited to, its liabilities (A) under the note issued by the Corporation to G-I Holdings Inc. on March 29, 1989 with a principal amount of \$5,170,300, (B) for workers compensation and medical benefits for retirees and former employees of discontinued operations, (C) for insurance claims arising for the 1983-84 year during which the Corporation was self-insured, (D) for pension plan termination liabilities, (E) for the redemption of Preferred Stock of the Corporation, and (F) for other legal claims, but excluding all Asbestos-Related Liabilities (all such liabilities collectively the "Other Liabilities") 87.43655% to Dorset, 10.84552% to Edgecliff, 1.43884% to Merick, .26752% to Perth and .01157% to Clover, severally; and Dorset, Edgecliff, Merick, Perth and Clover shall undertake, assume and agree to perform, pay or discharge, severally (87.43655% by Dorset, 10.84552% by

Edgecliff, 1.43884% by Merick, .26752% by Parth and .01157% by Clover) all the duties, obligations and liabilities of the Corporation with respect to (and to defend, indemnify and hold harmless severally the Corporation from and against all losses, liabilities and expenses, including legal fees and court costs, suffered or incurred in connection with) the Other Liabilities.

12. Dorset, Edgecliff, Merick, Parth, and Clover shall each enjoy, to the fullest extent permitted under applicable law, the benefit of all insurance coverage of the Corporation in effect on the date the Plan is adopted.

13. Immediately after the adoption of the Plan, the officers of the Corporation shall cause to be executed and filed a Certificate of Dissolution of the Corporation in accordance with the General Corporation Law of the State of Delaware. After the distribution and transfer of assets pursuant to this Plan, the Corporation shall not carry on any activities other than for the purpose of winding up its affairs in accordance with Delaware law.

14. The Board of Directors and each of the officers of the Corporation are authorized to approve changes to the terms or timing (provided that in no event may any distributions pursuant to the Plan occur before or after the Liquidation Period) of any of the transactions referred to herein, to interpret any of the provisions of the Plan, to make, execute and

deliver such other agreements, conveyances, assignments, transfers, certificates and other documents and take such other actions ^{as} such Board of Directors and any such officers deem necessary or desirable, including such actions as may be necessary or desirable in order to carry out the provisions of the Plan. .

BOOK 1120 PAGE 87

State of Delaware

PAGE 1

08461



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF DISSOLUTION, STOCK CORPORATION OF GAF
CORPORATION FILED IN THIS OFFICE ON THE TENTH DAY OF APRIL, A.D.
1989, AT 12:18 PM.

RECEIVED FOR RECORD

April 21 A.D. 1989

Michael T. Sene

RECORDER

\$3.00 STATE DOCUMENT FEE PAID



RJ00188041

Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION: 7137866

DATE: 84/10/1989

EXHIBIT

2-3

FILED

APR 10 1989 12:05 PM

CERTIFICATE OF DISSOLUTION
OF
GAF CORPORATION

(Pursuant to Section 275 of the Delaware General
Corporation Law of the State of Delaware)

The undersigned, being the President of GAF Corporation (the "Corporation"), a corporation organized and existing under the Delaware General Corporation Law of the State of Delaware (the "Delaware Corporation Law"), does hereby certify as follows:

1. The name of the Corporation is GAF Corporation.
2. The date the dissolution was authorized is April 10, 1989.
3. The dissolution of the Corporation has been duly authorized by unanimous approval of the whole Board of Directors of the Corporation in accordance with Section 275(a) of the Delaware Corporation Law.
4. The dissolution of the Corporation has been duly authorized by the unanimous approval of the holders of all of the outstanding stock of the Corporation entitled to vote thereon in accordance with Section 275(b) of the Delaware Corporation Law.
5. The names and addresses of the officers and directors of the Corporation are as follows:

<u>Name</u>	<u>Title(s)</u>	<u>Address</u>
Carl R. Eckardt	Executive Vice President - Corporate Development	26 Burch Drive Morris Plains, NJ 07950
Samuel J. Keyman	Sole Director, Chairman of the Board and Chief Executive Officer	770 Park Avenue Apt. 10/11-A New York, NY 10021 212-861-1098 212-288-9315
James T. Sherwin	Vice Chairman and Chief Administrative Officer	15 Poor Farm Road Princeton, NJ 08540

<u>Name</u>	<u>Title(s)</u>	<u>Address</u>
John A. Brennan	Executive Vice President	15 Crossbar Road Hastings-on-Hudson, NY 10706
Rainn F. Tomfohrde III	Executive Vice President - Chemicals Corporation	75 Ned Road Ridgefield, CT 06877
Irving Kagan	Senior Vice President, General Counsel and Secretary	322 Central Park West New York, NY 10025
Salvatore C. Bellini	Senior Vice President and Controller	3 Colonial Court Edison, NJ 08820
Mark Kaufman	Vice President - Investment Management	31 North Monroe Street Ridgewood, NJ 07450
Frank E. Sheedar	Vice President - International Operations	9 Carol Road Kinnelon, NJ 07405
Bernard L. Kapell	Vice President - Taxes	324 Boulevard Mountain Lakes, NJ 07046
Gerald R. Whitmore	Vice President - Human Resources	19 High Ridge Circle RD #2 Doylestown, PA 18901
Matthew L. Gooby	Vice President - Management Information Systems	72 Berkshire Place Allendale, NJ 07401
Stephen A. Block	Vice President, Deputy General Counsel and Assistant Secretary	766 Galloping Hill Rd. Franklin Lakes, NJ 07417
Daborah D. Lawson	Assistant Secretary	363 Ridgewood Avenue Glen Ridge, NJ 07028
Joshua J. Ward	Assistant Secretary	24 Rose Terrace Chatham, NJ 07928

<u>Name</u>	<u>Title(s)</u>	<u>Address</u>
Eleanor M. Carlson	Assistant Secretary	16 Hemlock Street Waldwick, NJ 07463
Alvin M. Yanofsky	Assistant Secretary	5 Dr. Frank Road Spring Valley, NY 10977
Mark A. Presto	Assistant Treasurer	193 Bowden Road Cedar Grove, NJ 07009
Andrew M. Gross, Jr.	Assistant Treasurer	805 Bloomfield Street Hoboken, NJ 07030

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 10th day of April, 1989.

GAF CORPORATION

By: 

Samuel J. Heyman
Sole Director, Chairman of
the Board and Chief
Executive Officer

Attest: 

Irving Kagan
Senior Vice President
and Secretary

RETURN TO-

Kara A. Maley
Richards, Layton & Finger
One Rodney Square
P. O. Box 551
Wilmington, DE 19899

STATE OF DELAWARE INDEXED
KENT COUNTY

RECORDED in the Office for the Recording of Deeds,
at Dover, in and for the said County of Kent, in Con-
Record M Vol. 150 Page 57
the 21ST day of April A. D. 1989
WITNESS my Hand and the Seal of said office.

Michael T. Lawrence

Exhibit D

~~X~~

ASSUMPTION OF LIABILITIES AND CONTINUING OBLIGATIONS

ISP Environmental Service
This Assumption is made on May 8, 1991 by
ISP 9 Corp., a Delaware corporation ("Subsidiary") in favor
of GAF CHEMICALS CORPORATION, a Delaware corporation ("GCC")
and GAF Corporation, a Delaware corporation ("GAF").

Subsidiary hereby assumes the proper, full and
timely payment and performance of all the liabilities,
contingent or otherwise, and obligations of GCC described in
the attached schedule (the Assumed Liabilities").

Subsidiary shall indemnify, defend and hold
harmless GCC, GAF and its other subsidiaries from and
against any and all Assumed Liabilities and any and all
liabilities, costs and expenses in connection with any
investigations, claims, actions, suits or proceedings
arising out of or resulting from the conduct of any
business, ownership of any assets or incurrence of any
liabilities or obligations on and after May 8, 1991 by
Subsidiary. If GCC or GAF shall receive notice of any such
investigation, claim, action, suit or proceeding, it shall
promptly notify Subsidiary which shall be entitled and
obligated to defend or settle the same through its own
counsel and at its own expense, but GCC or GAF, as the case
may be, shall provide any cooperation reasonably requested
by Subsidiary upon receipt of reasonable assurance from

Subsidiary that it will reimburse the reasonable cost of such cooperation. Notwithstanding the foregoing, any liabilities, costs and expenses which are apportioned pursuant to, or against which indemnification is provided under the Tax Sharing Agreement referred to in Section 3.3 of the Reorganization Agreement dated as of May 8, 1991 between GCC, GAF, Subsidiary and certain other subsidiaries of GCC (the "Reorganization Agreement"), shall be treated as provided for in such Tax Sharing Agreement and shall be excluded for purposes of this Assumption.

Subsidiary disclaims any assumption or other responsibility for the liabilities and continuing obligations of GCC, GAF or any of its other subsidiaries other than those expressly assumed herein and shall be indemnified against such liabilities and obligations by GCC and GAF to the extent provided in Section 4.2 of the Reorganization Agreement.

IN WITNESS WHEREOF, the parties have executed this
Agreement on the date first above written.

ISP 9 CORP.

By Stephen G. Black
Senior Vice President

Acknowledged and Agreed:

GAF CHEMICALS CORPORATION

By Stephen G. Black
Senior Vice President

SCHEDULE OF LIABILITIES AND OBLIGATIONS

All liabilities and obligations relating to the manufacture and sale of specialty chemicals at Linden, NJ, known and unknown, contingent or otherwise, including liabilities for the remediation of the Linden site and those liabilities shown on the balance sheet for ISP 9 Corp. dated as of May 8, 1991.

Exhibit E

RECORD OF DECISION

LCP Chemicals Inc, Superfund Site,
Linden, Union County, New Jersey

United States Environmental Protection Agency

Region 2

February 2014

241403



R2-0062847

DECLARATION STATEMENT

RECORD OF DECISION

SITE NAME AND LOCATION

LCP Chemicals, Inc., Superfund Site (EPA ID# NJD079303020)
Linden, Union County, New Jersey

STATEMENT OF BASIS AND PURPOSE

This decision document presents the selected remedy to address contamination in groundwater, soil, sediments and building material at the LCP Chemicals, Inc., Superfund Site (Site), in Linden, Union County, New Jersey. The selected remedy was chosen in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, and to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP). This decision is based on the Administrative Record established for this Site.

The State of New Jersey New Jersey Department of Environmental Protection (NJDEP) concurs with the components of the selected remedy. However, NJDEP does not concur with the contingency remedies for treating elemental mercury as discussed further below. NJDEP believes the contingency remedy should be excavation and off-site removal of the principal threat waste (PTW). In addition, NJDEP believes that the existing data on contamination in Arthur Kill sediments is insufficient to determine cleanup levels for the Northern Off-Site Ditch and South Branch Creek sediments.

ASSESSMENT OF THE SITE

The response action selected in this Record of Decision (ROD) is necessary to protect public health or the environment from actual or threatened releases of hazardous substances from the Site into the environment.

DESCRIPTION OF THE SELECTED REMEDY

The selected remedy described in this document represents the first and only planned remedial phase, or operable unit, for the LCP Chemicals, Inc., Superfund Site.

The major components of the selected remedy include:

- Installation of a capping system to prevent direct contact

with soils and exposure to mercury vapor;

- Treatment of the soil containing visible elemental mercury by mixing with it sulfur to convert the mercury to mercuric sulfide;
- Excavation and on-site disposal of sediments and marsh soils from the Northern Off-Site Ditch and the downstream portion of the South Branch Creek;
- Restoration of the excavated areas;
- Controlled demolition of the Site's buildings, recycling of non-porous material and placement of porous material under the cap;
- Containment and collection of the overburden groundwater layer by a barrier wall and collection/disposal system;
- Groundwater monitoring; and
- Implementation of institutional controls, in the form of a deed notice and Classification Exception Area (CEA).

EPA recognizes that the selected remedy includes a treatment approach for addressing visible elemental mercury that is innovative; therefore EPA is also identifying two contingency remedies in the event that the selected remedy does not meet performance criteria. Further information regarding these contingency remedies can be found in the Decision Summary.

DECLARATION OF STATUTORY DETERMINATIONS

Part 1: Statutory Requirements

The selected remedy is protective of human health and the environment, complies with federal and state requirements that are applicable or relevant and appropriate to the remedial action, is cost-effective and utilizes permanent solutions and alternative treatment technologies (or resource recovery) to the maximum extent practicable.

Part 2: Statutory Preference for Treatment

Conversion of visible mercury in soils to mercuric sulfide satisfies the statutory preference for treatment as a principal element of the remedy (i.e., reduces the toxicity, mobility, or volume of hazardous substances, pollutants, or contaminants as a principal element through treatment).

Part 3: Five-Year Review Requirements

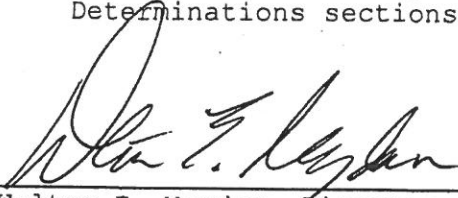
Because the remedy will result in hazardous substances, pollutants, or contaminants remaining above levels that allow for unlimited use and unrestricted exposure, a five-year review will be required.

ROD DATA CERTIFICATION CHECKLIST

The following information is included in the Decision Summary section of this ROD. Additional information can be found in the administrative record file for the Site.

- Chemicals of concern and their respective concentrations may be found in the Site Characteristics section.
- Baseline risk represented by the chemicals of concern may be found in the Summary of Site Risks section.
- A discussion of cleanup levels may be found in the Remedial Action Objectives section.
- A discussion of materials constituting principal threats may be found in the Principal Threat Waste section.
- Current and reasonably-anticipated future land use assumptions are discussed in the Current and Potential Future Site and Resource Uses section.
- A discussion of potential uses of the Site as a result of the selected remedy is discussed in the Remedial Action Objectives section.
- Estimated capital, annual operation and maintenance (O&M), and total present worth costs are discussed in the Description of Alternatives section.

- Key factors that led to selecting the remedy (i.e., how the selected remedy provides the best balance of tradeoffs with respect to the balancing and modifying criteria, highlighting criteria key to the decisions) may be found in the Comparative Analysis of Alternatives and Statutory Determinations sections.



Walter E. Mugdan, Director
Emergency and Remedial Response
Division
EPA - Region 2

FEB. 25, 2014

Date

DECISION SUMMARY

LCP Chemicals, Inc. Superfund Site

Linden, Union County, New Jersey

United States Environmental Protection Agency

Region 2

February 2014

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SITE NAME, LOCATION AND BRIEF DESCRIPTION

The LCP Chemicals, Inc., Superfund Site (Site) is located in an industrial area on the Tremley Point peninsula in Linden, Union County, New Jersey. The twenty-six acre Site is bordered by the Arthur Kill to the east; the former GAF Corporation site to the north; and Northville Industries, BP Corporation, and Mobil to the northeast, south, and west, respectively. South Branch Creek, a man-made drainage ditch that empties into the Arthur Kill, flows through a portion of the Site (Figures 1a and 1b).

SITE HISTORY AND ENFORCEMENT ACTIVITIES

Beginning in the 1880s and into the 1950s, Tremley Point's tidal wetlands were filled to allow for industrial development. Most of the industrial production facilities in the region are no longer operating. The primary current use of the area is bulk storage and transport of petroleum products and aggregates.

In 1955, the General Aniline & Film Corporation (GAF) constructed and began operating a chlor-alkali plant on the Site. By 1956, the core buildings required for chlorine production were present, including Buildings 220 and 230 (Figure 1a). The twenty-six acre property and the chlor-alkali operation were purchased in 1972 by Linden Chlorine Products, Inc. At some point, the company became known as the LCP Chemicals, Inc., a division of the Hanlin Group, Inc. An additional mercury cell building (Building 240) and other buildings were added by the company in the early 1970s.

Portions of the LCP property were leased to other companies for the operation of related manufacturing operations. In 1957 a western portion of the property was leased to Union Carbide Corporation (UCC) to house a hydrogen plant operation that used by-products of the chlorine production. That facility, known as the Linde Division hydrogen plant, operated until 1990. In addition, Kuehne Chemicals, Inc., leased an area on the northern portion of the property to manufacture sodium hypochlorite.

The chlor-alkali manufacturing operations ceased by 1985 and the facility was then used as a terminal for products produced at other locations. In 1991, Hanlin Group, Inc., filed a petition under Chapter 11 of the bankruptcy code, and liquidated its assets by 1994. As part of the bankruptcy, Hanlin Group abandoned the LCP property; ownership reverted to the bankruptcy estate.

In August 1994, EPA conducted a Site visit and confirmed that the chlorine process buildings were decommissioned, the facility was no longer functional and that the property was vacated by LCP employees. The Site was placed on the National Priorities List in 1998. In 1999, a potentially responsible party (PRP), ISP-ESI and EPA entered into an Administrative Order to perform a remedial investigation and feasibility study (RI/FS).

Under the oversight of EPA, the PRP's consultants sampled and analyzed soil, sediments, groundwater, surface water and biota. The results of the sampling events, which can be found in the RI report, formed the basis for the FS. The RI and FS reports, which are summarized in this Record of Decision (ROD), can be found in the administrative record for the Site or online at: <http://epa.gov/region02/superfund/npl/lcpchemicals/>

The LCP property has been abandoned since the last tenant, Active Water Jet, Inc., (a pipe cleaning facility) vacated in 2000. Currently the Site is fenced and secured. The buildings, in particular the mercury cell buildings, are in an advanced state of disrepair.

On October 21, 2013, EPA was informed that James Mathis, the last acting chief executive officer of the Hanlin Group, Inc., signed a quit claim deed on September 19, 2013. The quit claim deed purports to transfer ownership of the LCP property to Cherokee LCP Land, LLC.

HIGHLIGHTS OF COMMUNITY PARTICIPATION

On August 21, 2013, EPA released the RI/FS, a Proposed Plan for Site remediation, and supporting documentation for comment. These documents were made available to the public in the administrative record repositories maintained at the EPA Region 2 office (290 Broadway, New York, New York 10007) and the Linden Public Library, (31 East Henry Street, Linden, New Jersey). The documents were also made available online. EPA published a notice of availability involving the above-referenced documents in the Home News Tribune on August 21, 2013. The public comment period was scheduled from August 21, 2013 to September 20, 2013. On September 17, 2013, the public comment period was extended to October 21, 2013, based on a request from an environmental group.

On August 28, 2013, EPA held a public meeting at the Tremley Point Recreation Building, to inform local officials and

interested citizens about the Superfund process, to discuss the findings of the RI/FS, to present the remedial alternatives for the Site, and to respond to questions and comments from area residents and other attendees.

Responses to the comments received at the public meeting and in writing during the public comment period are included in the Responsiveness Summary section of this ROD (see Appendix V).

SCOPE AND ROLE OF OPERABLE UNIT

This action, referred to as operable unit one (OU1) will be the only action for the Site. It addresses contaminated soils, sediments, building material and groundwater.

The selected remedy will treat soil that contains visible elemental mercury. The remedy will also capture, contain and monitor contaminated groundwater, excavate and contain contaminated sediments, and cap areas of contaminated soil.

SUMMARY OF SITE CHARACTERISTICS

The RI field investigation was performed at the Site in two major phases between July 2001 and May 2008. The Phase I field investigation was conducted between July 2001 and April 2002. It included the collection and analysis of samples from soil, groundwater, surface water and sediments at locations throughout the Site. Data were also collected to provide a geologic, hydrologic and hydrogeologic interpretation of the Site.

The Phase II field investigation was performed at the Site from August 2006 to June 2007. Additional samples were collected in May 2008. The Phase II investigation included samples from soil, soil vapor, groundwater, surface water, sediment and biota. Other work included hydrogeologic testing, habitat assessment and a wetlands assessment.

Soil:

The entire upland area of the Site is covered with about 300,000 cubic yards of anthropogenic fill, which ranges in thickness from approximately 0.7 feet to as much as 17 feet, with an average thickness of roughly nine feet. The fill consists of a heterogeneous mix of soil, ash, wood, brick and glass. Below the fill is a layer of tidal marsh deposits ranging in thickness from five to ten feet. Peat (i.e., loose, soft fibrous material) comprises the upper portion of the tidal marsh deposits and